

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

LESLEY S. MITCHELL,
Plaintiff

v. CIVIL ACTION NO. 05-80 ERIE

MILLCREEK TOWNSHIP, et al.,
Defendants

SETTLEMENT

Proceedings held before the HONORABLE
SEAN J. McLAUGHLIN, U.S. District Judge,
in Judge's Chambers, U.S. Courthouse, Erie,
Pennsylvania, on Friday, March 31, 2006.

APPEARANCES:

CRAIG A. MARKHAM, Esquire, appearing on behalf
of the Plaintiff.

MARK J. KUCHAR, Esquire, appearing on behalf of

Ronald J. Bench, RMR - Official Court Reporter

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1 PROCEEDINGS

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3 (Whereupon, the on the record Settlement proceedings
4 began at 4:44 p.m., on Friday, March 31, 2006, in Judge's
5 Chambers.)

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7 THE COURT: Let's go on the record. The parties
8 have informed me that they have reached a settlement,
9 contingent only upon formal approval by the Board of
10 Supervisors, which is expected to take place next week.

11 I'm going to ask Mr. Kuhar to recite the material
12 terms and conditions, then I'm going to turn to plaintiff's
13 counsel and the plaintiff to confirm that that's their

14 understanding. Go ahead, Mr. Kuhar.

15 MR. KUHAR: Officer Mitchell will receive a \$10,000
16 payment from the Township's insurance company. She will
17 receive an additional payment in the amount equal to 30 days
18 pay for her, as well as the benefits that she would have been
19 provided during those 30 work days. That will be paid in a
20 separate check to her, which likely will be paid directly by
21 the Township.

22 She will be allowed to take her Family Medical Leave
23 Act, which recently began, uninterrupted until it expires.
24 That she be permitted to use her paid time off or not, which
25 she accrues beginning May 19th, at that time or some later

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1 date.

2 For which she will execute a global release,
3 inclusive of costs, fees, and which will cover all claims to
4 the date of this execution, against the Township, Township
5 Police Department and its supervisors and employees and so
6 forth. And which will specifically include the resolution of a
7 recently filed Erie County Human Relations complaint.

8 THE COURT: Mr. Markham, does that comport with your

9 understanding?

10 MR. MARKHAM: It does, judge. There also is one
11 other item dealing with the agreement that she would not be
12 terminated in the event she took unpaid leave after she gave
13 birth. I understand that topic has also been the subject of
14 potential change to the collective bargaining agreement. I
15 don't know for sure how that is going to turn out. But that
16 was part of the terms and conditions of this settlement, too.

17 MR. KUHAR: We have every reason to think that the
18 police officer association will agree to the proposal, which we
19 agree to the 30-day leave of absence, with the discretion to
20 non-discretion of a six-month leave of absence, which would
21 cover her. We have no reason to doubt that will not pass, we
22 will represent in good faith to advocate it in any way
23 possible.

24 MR. MARKHAM: In the event it doesn't --

25 THE COURT: In the event any of the terms and

1 conditions don't come to pass, there is no settlement. This

2 settlement is contingent upon approval by the Board of

3 Supervisors. And like any other settlement, if for any reason

4 any of the material terms and conditions are not complied with,

5 then you don't have a settlement.

6 MR. MARKHAM: I just want to make sure one of the

7 terms and conditions is that if the union then passes this

8 change to the contract that we've been discussing, she'll have

9 six months of unpaid leave available.

10 MR. KUHAR: We agree that it is.

11 MR. MARKHAM: So it's clear, my understanding is, I

12 know the Township is going to do the calculation of this, that

13 30 days salary, plus the value of benefits, is somewhere around

14 \$9,000?

15 MR. KUHAR: That's our good faith approximation.

16 THE COURT: Let me turn to the plaintiff here,

17 having heard all the terms and conditions, is that acceptable

18 to you?

19 MS. MITCHELL: Yes.

20 THE COURT: Okay. Then will you advise us next week

21 then, Mr. Kuhar, once there has been formal board action on

22 this?

23 MR. KUHAR: Certainly.

24 THE COURT: Very good, thank you.

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1 (Whereupon, at 4:47 p.m., the Settlement proceedings

2 were concluded.)

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8 C E R T I F I C A T E

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12 I, Ronald J. Bench, certify that the foregoing is a

13 correct transcript from the record of proceedings in the

14 above-entitled matter.

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19 Ronald J. Bench

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